

NEW JERSEY RESIDENTIAL LISTING AGREEMENT SALE/LEASE

MLS _____

Exclusive Listing Agreement dated: 12/16/2021, between: Jesus Parado
SELLER and Richard A. Weidel Corporation, BROKER.

In consideration of BROKER listing and attempting to obtain a purchaser or tenant for SELLER'S property at the following address or known as:
31 State Park Dr Titusville NJ 08560

The SELLER appoints BROKER exclusive agent and gives BROKER the sole and exclusive right to sell the property for \$ 380,000.00, or for any other price and any terms to which the SELLER may consent; to lease or rent at an annual rate of \$ N/A, from the final signing of this agreement until 06/16/2022 and authorizes the BROKER to place BROKER'S "For Sale", "For Lease", and "Sold" signs on the property, removing all others, and to take any other reasonable action to sell or lease the property. SELLER represents that Seller is sole owner of property and has legal right to sell, lease, or exchange property and has no binding listing agreement with any other Broker at the start of the period of this listing.

1. SUBMISSION TO MLS. BROKER will immediately submit this listing to the BRIGHT MLS

Multiple Listing Service(s) to be published and distributed to the members of the MLS who may then act as SUBAGENTS of the BROKER, as BUYER'S AGENTS, or TRANSACTION BROKERS who cooperate in selling the property. SELLER authorizes this listing and property address to be posted on the Internet which may include the website of the broker, a multiple listing service to which the broker belongs, or another party to which the broker or such a multiple listing service submits information on listings.

2. VIRTUAL OFFICE WEB SITES. There are many ways of marketing properties electronically. Some brokers may use a method called a virtual office web site (also known as a VOW), which is governed by specific rules and policies. Sellers have the right to control some elements of how their property is displayed on a virtual office web site. **Seller (s) elects to have the following features disabled or discontinued for Seller's listing on a virtual office web site (check all that apply):**

- ☒ Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Seller's listings.
☒ Automated estimates of the market value of Seller's listings, or a hyperlink to such estimates, in immediate conjunction with the Seller's listing.

3. COMMISSION ON SALE OR LEASE. The SELLER agrees to assist and cooperate in the sale of the property, and the SELLER will pay the LISTING BROKER (L.B.) and the COOPERATING BROKER (C.B.) a commission of L.B. 3 C.B. 3 (vacant land, farms, business, commercial, and industrial properties commission shall be L.B. N/A C.B. N/A) for services rendered in the event the property or any portion of it is sold or exchanged by the SELLER, or any other person, during the term of this contract.

If the premises are rented, the SELLER agrees to pay the listing BROKER a commission of N/A and a commission of N/A on each renewal of the lease. If during such tenancy, the tenant at any time purchases the real estate, a commission of L.B. N/A C.B. N/A shall be paid to the listing BROKER by the SELLER. The commission will be paid to the BROKER if the property is sold or exchanged, through or by any party or source, within 6 months after the expiration of this agreement to anyone with whom the BROKER has negotiated for the sale or exchange of the property, or to whom the BROKER has shown the property, during the term of this contract. **AS SELLER YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION OR OTHER CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. NOTHING HEREIN IS INTENDED TO PROHIBIT AN INDIVIDUAL BROKER FROM ESTABLISHING A POLICY REGARDING THE AMOUNT OF FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION TO BE CHARGED IN TRANSACTIONS BY THE BROKER.**

4. COMMISSION SPLITS. LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT." SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF 3 MINUS _____ TO POTENTIAL COOPERATING BROKERS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN THE MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THIS OWNER(S) ACKNOWLEDGES HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

Listagree0511
Richard A. Weidel Corporation, REALTORS®

Seller's Initials: JP
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5. OTHER OBLIGATIONS OF SELLER. SELLER agrees to refer to BROKER every person who contacts SELLER directly during the term of this Agreement concerning this listing or the sale or lease of this property and to direct that all negotiations for a sale or lease shall be made through the BROKER named in the Agreement. SELLER shall cooperate with BROKER in affording any prospective Buyer the opportunity of a full inspection of this property. SELLER states that they are the only owners of this property, that they have the legal right to list and sell it, and that they can and will sign those documents required to transfer good title at final settlement. SELLER states that the information given and listed on this Listing Agreement and the Property Profile is complete and correct and will reimburse BROKER for any expense and/or loss resulting from relying on incomplete or incorrect information. SELLER states that the Memorandum of the Attorney General regarding discrimination printed at the end of this Agreement, has been read and received along with a copy of this Agreement. There are no agreements or conditions other than those stated in the Listing Agreement.

6. EXCLUSIONS/INCLUSIONS.

(A) The following items are specifically **excluded**: Seller personal belongings

(B) The following items are specifically **included**: All appliances in AS-IS condition, all existing light fixtures

7. **AGENCY ARRANGEMENTS.** In order to market SELLER's property to every prospective buyer, BROKER recommends that the SELLER offers and BROKER agrees to pay the following cooperating brokerage fee to Sub Agents, Buyer Agents and Transaction Brokers: _____ . SELLER agrees to Dual Agency representation and will consider offers made by buyers represented by the BROKER or by Co-operating Buyer Agents.

8. AGENCY DISCLOSURE. "By signing below the SELLER(S) (or landlords, as applicable) acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from Broker prior to discussing their motivation to sell or lease or their desired selling or leasing price with one of BROKERS representatives."

DECLARATION OF BUSINESS RELATIONSHIP

Weidel Realtors and, Diana Bartosik as an authorized representative of Weidel Realtors, intend, as of this time to work with you as a Seller's agent and disclosed dual agent if the opportunity arises.

9. DUAL AGENCY. A Dual Agency is most likely to occur when a licensee with Broker shows Buyer Clients properties owned by SELLERS for whom BROKER is also working as a Seller's Agent. A Co-operative Dual Agency can occur when one licensee of a Brokerage firm is representing a seller as a subagent and another licensee from the same Brokerage firm represents a buyer as a Buyer Agent on the same listing. The Buyer Agent becomes a Dual Agent since the actions of one agent bind the entire brokerage firm. When a Dual Agent relationship occurs, written informed consent must be obtained.

(A) Fiduciary duties are limited and confidential information remains confidential. The Broker has the duty to make a full, fair and timely disclosure of all material facts and information within the Broker's knowledge and readily available to the Broker which might in anyway affect either the SELLER's or Buyer's rights. To the extent that confidential information has been previously communicated to the Broker by either party, it is understood that the Broker will not disclose such information to the other party. For example, the Broker will not disclose to the SELLER that the Buyer will pay a sum greater than the price offered and will not disclose to the Buyer that the SELLER will accept a price less than the listing price. The Broker will not disclose information relating to prior offers and counteroffers involving the parties, nor information relating to either party's motivation to enter into the transaction. The Brokerage Firm acting as a disclosed Dual Agent will not be able to put one parties' interest ahead of those of the other party and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party.

(B) Broker works for both the SELLER and Buyer. The SELLER and Buyer acknowledge and agree that Broker and all of its agents are representing both SELLER and Buyer in the same transaction.

(C) Comparable property information available to SELLER and Buyer. Both SELLER and Buyer agree that all "comparable" property information available through the Multiple Listing Service or otherwise, including listed and sold properties, may be disclosed to both SELLER and Buyer at any time and may be accompanied by a Comparative Market Analysis prepared by the respective Sales Agents of the SELLER and the Buyer.

(D) Commission From the SELLER or Buyer or Both. Both SELLER and Buyer agree that BROKER shall have the right to collect a commission from the SELLER or from the Buyer or both (except in a Dual Agency relationship) and acknowledge that the BROKER will collect a fee as specified in the Buyer Agency Agreement.

10. CONFIDENTIALITY. As a result of various agency relationship options available to Buyers, with the exception of Listing Agent, SELLER will not disclose any confidential information (other than what is required by law) to any Agents of Broker or Agents of co-operating Brokers other than what SELLER would want disclosed to Buyer.

11. OTHER CONTRACT PROVISIONS. SELLER understands the authority conferred upon the BROKER by this Agreement cannot be canceled during the term of this Agreement and shall be binding upon the heirs, executors, administrators, personal representatives, and assigns of the SELLER.

12. SELLER PROPERTY DISCLOSURE. To the extent of SELLER knowledge as property owner, SELLER is not aware of any structural or otherwise significant defects in or to the property unless it is otherwise indicated in writing.

A SELLER-prepared property disclosure form ☒ IS/☐ IS NOT available for review by prospective Buyers.

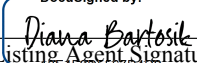
13. INDEMNIFICATION. SELLER agrees to indemnify and hold harmless BROKER from any claim arising out of personal injuries to any persons injured in or on the property or for property damage arising out of the services to be performed under this agreement, including lock box placement if selected.

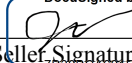
14. HOME WARRANTY PLAN. SELLER acknowledges that the option of a Home Warranty plan has been explained. To initiate the program, the appropriate application form must be signed by the SELLER and received by the warranty company.

15. NEW JERSEY LAW AGAINST DISCRIMINATION AND FEDERAL FAIR HOUSING LAWS. SELLER(S) (or landlords, as applicable) acknowledge they received a copy of the legal memorandum from the Office of the Attorney General which will help you to comply with the New Jersey Law Against Discrimination ("LAD") and federal laws that prohibit discrimination in the sale or rental of real property.

The SELLER and AGENT agree to the terms of this agreement by signing below. All parties necessary to legally convey the property must sign. **This is a legal binding contract. If not understood, seek legal advice.**

Signatures:

DocuSigned by:

 Listing Agent Signature
 12/15/2021

DocuSigned by:

 Seller Signature
 12/15/2021

12/15/2021
 Date
 Jesus Parado

Weidel Real Estate
 Listing Agent Office

Seller Signature

Date


2 Route 31 South
 Pennington, NJ 08534
 Listing Agent Office Address

31 State Park Dr
 Titusville, NJ 08560
 Seller Current Address

parado@un.org
 Seller E-mail Address

(609) 331-6538
 Listing Agent Phone Number

(609) 727-1178
 Seller Current Phone Number

DocuSigned by:

 Manager Acceptance for Broker

12/16/2021
 Date